

UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION IX

IN THE MATTER OF:  
Montrose Chemical Corp. Superfund Site  
20709 S. Kenwood Avenue  
Torrance, Los Angeles County, California

Montrose Chemical Corporation of  
California and Stauffer Management  
Company, LLC,

Respondents

ADMINISTRATIVE SETTLEMENT  
AGREEMENT AND ORDER ON  
CONSENT FOR REMOVAL ACTION

U.S. EPA Region IX  
CERCLA Docket No. 2008-02

Proceeding Under Sections 104, 106(a), 107,  
and 122 of the Comprehensive  
Environmental Response, Compensation,  
and Liability Act, as amended,  
42 U.S.C. §§ 9604, 9606(a), 9607, and 9622

## **I. JURISDICTION AND GENERAL PROVISIONS**

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and Montrose Chemical Corporation of California and Stauffer Management Co. LLC (successor to Atkemix Thirty-Seven, Inc.) (collectively, "Respondents"). This Settlement Agreement provides for EPA's access to the property located at 20201 Normandie Avenue in Los Angeles County, California ("Montrose Plant Property") to store excavated materials on the Montrose Plant Property until a final remedy for existing DDT-contaminated soils at the Montrose Plant Property has been selected by EPA and implemented.

2. EPA has designed Storage Cells for construction on the Montrose Plant Property, and Montrose has inspected and accepted the design. Pursuant to that design, EPA constructed four Storage Cells in 2001 and 2002 and currently maintains those cells. EPA now plans to construct a fifth Storage Cell, for which EPA will immediately assume operation and maintenance responsibilities. The Released Parties have been listed as additional insured parties on the insurance policy held by EPA's contractor for the construction of the Storage Cells.

3. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended ("CERCLA").

4. EPA has notified the State of California (the "State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

5. EPA and Respondents recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations of this Settlement Agreement. Respondents agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms.

## **II. PARTIES BOUND**

6. This Settlement Agreement applies to and is binding upon EPA and upon Respondents and their successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Settlement Agreement.

### **III. DEFINITIONS**

7. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

- a. "2007 Removal Action Memorandum" shall mean the EPA Action Memorandum relating to the Residence and signed on October 30, 2007, by the Regional Administrator, EPA Region IX, or his/her delegate, and all attachments thereto. The 2007 Removal Action Memorandum is attached as Appendix A.
- b. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XV.
- c. "First Removal Action" shall mean the removal action conducted in 2001 and 2002 by EPA and Montrose pursuant to the Neighborhood Consent Decree and EPA's Removal Action Memorandum, dated June 8, 2001, and the First Amendment to the Removal Action Memorandum, dated November 2, 2001.
- d. "Neighborhood Consent Decree" shall mean the Partial Consent Decree (Relating to the Neighborhood Areas)," entered by the federal District Court for the Central District of California on June 26, 2002 (Civil Case No. 90-2133-R). The Neighborhood Consent Decree is attached as Appendix B.
- e. "Residence" shall mean the property located at 20709 South Kenwood Avenue in an unincorporated neighborhood near the City of Torrance, and within Los Angeles County, California.
- f. "Respondents" shall mean Montrose Chemical Corporation of California and Stauffer Management Company, LLC.
- g. "Roll-off Bins" shall mean the containers used to store soil on the Montrose Plant Property until a new Storage Cell is constructed.
- h. "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XIV). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

8. The definitions included in the Neighborhood Consent Decree, Paragraph 5, shall be incorporated into and shall apply to this Settlement Agreement, except as follows:

- a. The definition of the "Neighborhood Areas" (Neighborhood Consent Decree, Paragraph 5, subparagraph L) is amended to add "and the 2007 Removal Action Memorandum"

to page 7, line 12, such that the final phrase in the first sentence shall read “and 3) all soils and debris excavated from and transported out of the geographic areas delineated in items 1 and 2 of this definition (including but not limited to the Storage Cells themselves) as a result of the implementation of the removal action selected in the Removal Action Memorandum and the 2007 Removal Action Memorandum.”

b. The definition of “Parties” (Neighborhood Consent Decree, Paragraph 5, subparagraph N) is amended to delete “DTSC.”

c. The definition of the “Storage Cells” (Neighborhood Consent Decree, Paragraph 5, subparagraph R) is amended to add “and/or the 2007 Removal Action Memorandum” to page 8, line 20, such that the definition shall read “storage cells to be constructed by EPA on the Montrose Plant Property, into which soil and debris generated as a result of the implementation of removal actions authorized under the EPA Removal Action Memorandum and/or the 2007 Removal Action Memorandum will be placed.”

#### **IV. FINDINGS OF FACT**

9. In 2001, EPA, the California Department of Toxic Substances Control (“DTSC”), and Respondents entered into the Neighborhood Consent Decree. EPA and Respondents subsequently conducted the First Removal Action pursuant to that decree. Part of the basis for the First Removal Action was EPA’s determination that residential properties along the portion of Kenwood Avenue between 204<sup>th</sup> Street and Torrance Boulevard (known as the “Neighborhood Areas”) contained elevated levels of DDT. EPA alleges, and the Respondents deny, that the DDT in these properties flowed off the Montrose Plant Property into a drainage ditch which historically flowed along what is now Kenwood Avenue.

10. The Residence was among the properties that constituted the Neighborhood Areas and would have been included in the earlier removal action, if the owner of the Residence had given EPA permission to excavate sections of his front yard. The owner did not provide EPA access at that time, but a new owner has now requested that EPA complete the removal action by excavating contaminated soils and filling the excavations with clean soil. Prior to the First Removal Action, EPA determined that the front yard of the Residence contained DDT at levels exceeding 3,000 parts per million. EPA has further determined that the background level of DDT in the communities surrounding the Neighborhood Areas is 10 parts per million or less.

11. In the First Removal Action, EPA constructed Storage Cells on the Montrose Plant Property for the disposal of excavated soils and debris and subsequently filled those Storage Cells with approximately 10,000 cubic yards of material. Pursuant to the Neighborhood Consent Decree, Montrose operated and maintained the Storage Cells during the DDT Defendants’ Operations and Maintenance Period, which expired in February 2006. After that date, EPA assumed responsibility for operation and maintenance of the Storage Cells and will continue such operations and maintenance until a remedy is selected and implemented for Site soils.

12. Subject to the reservations and re-openers therein, the Neighborhood Consent Decree finally and fully resolved all present and future liability of the Released Parties to the United States and DTSC for Response Costs relating to the Neighborhood Areas.

## **V. CONCLUSIONS OF LAW AND DETERMINATIONS**

13. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

- a. The Montrose Chemical Corporation Superfund Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
- b. The contamination found at the Site, as identified in the Findings of Fact above, includes [a] “hazardous substance(s)” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), including dichloro-diphenyl-trichloroethane (“DDT”).
- c. Each Respondent is a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site.
  - i. Respondents are the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1); and/or
  - ii. Respondents were the “owners” and/or “operators” of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).
- e. The conditions described in Paragraphs [8-10] the Findings of Fact above constitute an actual or threatened “release” of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
- f. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

## **VI. SETTLEMENT AGREEMENT AND ORDER**

14. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement Agreement, including, but not limited to, all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

15. Nothing in this Settlement Agreement is intended to or should be interpreted as changing the terms of the Neighborhood Consent Decree.

## **VII. WORK TO BE PERFORMED**

16. All terms of the Work to be Performed Section of the Neighborhood Consent Decree shall be incorporated into and shall apply to this Settlement Agreement, except as follows:

- a. Throughout the Section, "Respondents" is substituted for "DDT Defendants";
- b. In Paragraph 8, Subparagraph (A), "Effective Date of this Settlement Agreement" is substituted for "Date of Execution of this Decree";
- c. Paragraph 8, Subparagraph (A), is amended to add "and/or store the Roll-off Bins until a new Storage Cell is constructed" after "construct and fill the Storage Cells" on page 10, line 10;
- d. In Paragraph 8, Subparagraph (A), "contractor" is substituted for "sub-contractor, I.T. Corporation" on page 10, lines 12-13;
- e. Paragraph 8, Subparagraph (A) is amended to delete the phrase "During the time period while EPA is constructing and filling the Storage Cells," on page 10, lines 17-18;
- f. Paragraph 8, Subparagraph (A) is further amended to read "construction, filling, and/or operation and maintenance of the Storage Cells and/or the Roll-off Bins" after "occurs as a result of the", such that the sentence shall read: "The DDT Defendants will not be responsible for responding to any release of hazardous substances that occurs as a result of the construction, filling, and/or operation and maintenance of the Storage Cells and/or the Roll-off Bins";
- g. In Paragraph 8, Subparagraph (B), the sentence beginning on page 11, line 3, with "If the DDT Defendants do not accept..." and ending at line 14 with "...completed." is not relevant to and not incorporated into this Settlement Agreement;
- h. In Paragraph 8, Subparagraph (B), "Settlement Agreement" is substituted for "Decree" on page 11, line 15;

i. Paragraph 9, Subparagraphs (B) and (C), of the Neighborhood Consent Decree is not relevant to and not incorporated into this Settlement Agreement;

j. Paragraph 10, Subparagraphs (A) and (B) of the Neighborhood Consent Decree are not relevant to and not incorporated into this Settlement Agreement;

k. Paragraph 10, Subparagraph (C), is modified as follows: "EPA has designated Jason Musante as its On-Scene Coordinator (OSC). Respondents shall direct all communication with the OSC to U.S. EPA Region 9, Southern California Field Office, 600 Wilshire Blvd., Suite 1460, Los Angeles, CA 90017.";

l. Paragraph 11 of the Neighborhood Consent Decree is not relevant to and not incorporated into this Settlement Agreement;

m. Paragraph 12 of the Neighborhood Consent Decree is not relevant to and not incorporated into this Settlement Agreement; and

n. Paragraph 14 of the Neighborhood Consent Decree is not relevant to and not incorporated into this Settlement Agreement.

17. As acknowledged above, the DDT Defendants' Operations and Maintenance ("O&M") Period expired in February 2006. Therefore, any requirements set forth in the Work to be Performed Section of the Neighborhood Consent Decree that relate specifically to the DDT Defendants' Operations and Maintenance Period have no force or effect, and EPA agrees to assume immediate and future responsibility for O&M of the new Storage Cell and/or Roll-off Bins until a final remedy for existing DDT-contaminated soils at the Montrose Plant Property has been selected by EPA and implemented. EPA will conduct all such O&M work consistent with the *Final Work Plan for Operations and Maintenance of Storage Cells*, CH2M Hill (Feb. 2006).

### **VIII. ACCESS**

18. The terms set forth in the Access Section of the Neighborhood Consent Decree shall be incorporated into and shall apply to this Settlement Agreement, except as follows:

a. Throughout the Section, "Respondents" is substituted for "DDT Defendants";

b. In Paragraph 17, "Effective Date of this Settlement Agreement" is substituted for "Date of Execution of this Decree";

c. Paragraph 17 is amended to add "and/or store the Roll-off Bins until a new Storage Cell is constructed" after "maintaining the Storage Cells (including emergency response activities)" on page 17, line 9, and after "remediating the soils contained in the Storage Cells" on page 17, line 15;

d. Paragraph 17 is further amended to add “or 2007 Removal Action Memorandum” after “authorized by the Removal Action Memorandum” on page 17, line 11;

e. In Paragraph 17, is amended to delete the last sentence, which begins on page 17, line 15, and ends on page 17, line 17;

f. Paragraph 18, is amended to delete “and provide access to all records and documentation related to the implementation of the Operations and Maintenance Workplan conducted by the DDT Defendants pursuant to this Decree” on page 17, lines 21-23; and

g. In Paragraph 18, “Settlement Agreement” is substituted for “Decree” and “Consent Decree.”

19. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

#### **IX. COVENANT NOT TO SUE BY EPA**

20. The covenants and reservations set forth in the Covenant Not to Sue for Response Activities and Costs Relating to the Neighborhood Areas, and Reservation of Rights Section of the Neighborhood Consent Decree shall be incorporated into and shall apply to this Settlement Agreement, except all references to the California Department of Toxic Substances Control (“DTSC”), California statutes, and state common law and as follows:

a. “Settlement Agreement” is substituted for all references to “Consent Decree” or “Decree”; and

b. Paragraph 21, Subparagraph (G) of the Neighborhood Consent Decree is not relevant to and not incorporated into this Settlement Agreement.

#### **X. COVENANTS BY RELEASED PARTIES**

21. The terms set forth in the Covenants by Released Parties Section of the Neighborhood Consent Decree shall be incorporated into and shall apply to this Settlement Agreement. Further, “Settlement Agreement” is substituted for all references to “Consent Decree” or “Decree.”

#### **XI. DISPUTE RESOLUTION**

22. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. EPA and the Respondents shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.



23. If Respondents object to any EPA action taken pursuant to this Settlement Agreement, they shall notify EPA in writing of their objection(s) within 10 days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondents shall have 30 days from EPA's receipt of Respondents' written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

24. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Settlement Agreement. If EPA and the Respondents are unable to reach an agreement within the Negotiation Period, an EPA management official at the Division Director level or higher will issue a written decision on the dispute to Respondents. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

## **XII. OTHER CLAIMS**

25. Subject to the reservations and re-openers in this Settlement Agreement, this Settlement Agreement finally and fully resolves all present and future liability of the Released Parties to the United States for Response Costs relating to the Neighborhood Areas. This Settlement Agreement does not resolve claims relating to the following: the Montrose Plant Property; the real property located at 1401 West Del Amo Blvd., Los Angeles, California and owned by Jones Inc; groundwater contaminated by hazardous substances at or emanating from the Montrose Plant Property; those portions of the Normandie Avenue Ditch adjacent to and south of 20201 Normandie Avenue; and the Current Stormwater Pathway.

26. By issuance of this Settlement Agreement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

27. Except as expressly provided in Section IX (Covenant Not to Sue by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

28. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

### **XIII. CONTRIBUTION**

29. The terms set forth in the Effect of Settlement/Contribution Protection Section of the Neighborhood Consent Decree shall apply to this Settlement Agreement except as follows:

a. "Settlement Agreement" is substituted for all references to "Consent Decree" or "Decree"; and

b. In Paragraph 41, "Effective Date of this Settlement Agreement" is substituted for "Date of Entry of this Decree."

### **XIV. INTEGRATION/APPENDICES**

30. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among EPA and the Respondents with respect to the settlement embodied in this Settlement Agreement. EPA and the Respondents acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement: Appendix A – 2007 Removal Action Memorandum; and Appendix B – Neighborhood Consent Decree.

### **XV. EFFECTIVE DATE**

31. This Settlement Agreement shall be effective upon signature of the Superfund Branch Chief.

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the parties they represent to this document.

Agreed this \_\_\_\_ day of \_\_\_\_\_, 2007.

FOR RESPONDENTS:

MONTROSE CHEMICAL CORPORATION OF CALIFORNIA,

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

12. Subject to the reservations and re-openers therein, the Neighborhood Consent Decree finally and fully resolved all present and future liability of the Released Parties to the United States and DTSC for Response Costs relating to the Neighborhood Areas.

## **V. CONCLUSIONS OF LAW AND DETERMINATIONS**

13. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

a. The Montrose Chemical Corporation Superfund Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes [a] “hazardous substance(s)” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), including dichloro-diphenyl-trichloroethane (“DDT”).

c. Each Respondent is a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response action and for response costs incurred and to be incurred at the Site.

i. Respondents are the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1); and/or

ii. Respondents were the “owners” and/or “operators” of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

e. The conditions described in Paragraphs [8-10] the Findings of Fact above constitute an actual or threatened “release” of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

## **VI. SETTLEMENT AGREEMENT AND ORDER**

14. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement Agreement, including, but not limited to, all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

15. Nothing in this Settlement Agreement is intended to or should be interpreted as changing the terms of the Neighborhood Consent Decree.

## **VII. WORK TO BE PERFORMED**

16. All terms of the Work to be Performed Section of the Neighborhood Consent Decree shall be incorporated into and shall apply to this Settlement Agreement, except as follows:

- a. Throughout the Section, "Respondents" is substituted for "DDT Defendants";
- b. In Paragraph 8, Subparagraph (A), "Effective Date of this Settlement Agreement" is substituted for "Date of Execution of this Decree";
- c. Paragraph 8, Subparagraph (A), is amended to add "and/or store the Roll-off Bins until a new Storage Cell is constructed" after "construct and fill the Storage Cells" on page 10, line 10;
- d. In Paragraph 8, Subparagraph (A), "contractor" is substituted for "sub-contractor, I.T. Corporation" on page 10, lines 12-13;
- e. Paragraph 8, Subparagraph (A) is amended to delete the phrase "During the time period while EPA is constructing and filling the Storage Cells," on page 10, lines 17-18;
- f. Paragraph 8, Subparagraph (A) is further amended to read "construction, filling, and/or operation and maintenance of the Storage Cells and/or the Roll-off Bins" after "occurs as a result of the", such that the sentence shall read: "The DDT Defendants will not be responsible for responding to any release of hazardous substances that occurs as a result of the construction, filling, and/or operation and maintenance of the Storage Cells and/or the Roll-off Bins";
- g. In Paragraph 8, Subparagraph (B), the sentence beginning on page 11, line 3, with "If the DDT Defendants do not accept..." and ending at line 14 with "...completed." is not relevant to and not incorporated into this Settlement Agreement;
- h. In Paragraph 8, Subparagraph (B), "Settlement Agreement" is substituted for "Decree" on page 11, line 15;

28. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

### **XIII. CONTRIBUTION**

29. The terms set forth in the Effect of Settlement/Contribution Protection Section of the Neighborhood Consent Decree shall apply to this Settlement Agreement except as follows:

a. "Settlement Agreement" is substituted for all references to "Consent Decree" or "Decree"; and

b. In Paragraph 41, "Effective Date of this Settlement Agreement" is substituted for "Date of Entry of this Decree."

### **XIV. INTEGRATION/APPENDICES**

30. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among EPA and the Respondents with respect to the settlement embodied in this Settlement Agreement. EPA and the Respondents acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement: Appendix A – 2007 Removal Action Memorandum; and Appendix B – Neighborhood Consent Decree.

### **XV. EFFECTIVE DATE**

31. This Settlement Agreement shall be effective upon signature of the Superfund Branch Chief.

The undersigned representatives of Respondents certify that they are fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the parties they represent to this document.

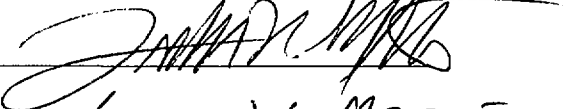
Agreed this 6<sup>th</sup> day of Nov, 2007.

FOR RESPONDENTS:

MONTROSE CHEMICAL CORPORATION OF CALIFORNIA,

By Joseph C. Kelly  
Name Joseph C. Kelly  
Title President

STAUFFER MANAGEMENT CO. LLC,

By 

Name LUKE W. METTE

Title PRESIDENT

It is so ORDERED and Agreed this 2<sup>nd</sup> day of November 2007.

By: Kathleen Salyer Date: 11/2/07

Kathleen Salyer  
Chief, Superfund Site Cleanup Branch  
Region IX  
U.S. Environmental Protection Agency

EFFECTIVE DATE: Nov. 2, 2007

**Appendix A**  
**2007 Removal Action Memorandum**



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX**

75 Hawthorne Street  
San Francisco, CA 94105


**MEMORANDUM**

**DATE:** October 29, 2007

**SUBJECT:** Request for a Time-Critical Removal Action in the Kenwood Storm Water Drainage Pathway, Montrose Chemical Superfund Site, Los Angeles County, California

**FROM:** Jason Musante, On-Scene Coordinator  
Emergency Response Section (SFD-9-2)

**TO:** Daniel Meer, Chief  
Response, Planning & Assessment Branch (SFD-9)

**THROUGH:** Steve Calanog, Chief   
Emergency Response Section (SFD-9-2)

**I. PURPOSE**

The purpose of this Action Memorandum is to obtain approval to spend up to \$1,200,000 in direct extramural costs to mitigate threats to human health and the environment posed by the presence of uncontrolled hazardous substances at 20709 Kenwood Avenue (the Site). Under the removal action requested by this Action Memorandum, EPA will remove soils that are contaminated with the insecticide dichlorodiphenyltrichloroethane (DDT). These soils were contaminated by historical storm water drainage from the former Montrose Chemical DDT manufacturing plant. In 2001 and 2002, 22 properties on the west side of Kenwood Avenue were the subject of an EPA removal action. At that time the property owner at the Site did not participate in the EPA removal. The property was subsequently sold and the new property owner has requested that EPA remove the contaminated soils at the Site.

The removal action requested by this Action Memorandum includes provision for temporary relocation of residents where requested, excavation of contaminated soil, backfill and compaction of clean soil, restoration of yards, appropriate disposal of contaminated soil, and several types of sampling activities. This removal action will remove unacceptable long-term health risks to residents and will attain the Applicable or Relevant and Appropriate Requirements (ARARs) identified herein for this action. The proposed removal of hazardous substances would be conducted

pursuant to EPA's authority under Section 104(a)(1) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9604(a)(1), and Section 300.415 of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 C.F.R. § 300.415.

This Action Memorandum does not repeat all of the background discussion and removal action provisions of the *EPA Action Memorandum: Request for Removal Action for Kenwood Storm Water Drainage Pathway*, dated June 8, 2001, as amended by *Action Memorandum Amendment: Request for Removal Action for Kenwood Storm Water Drainage Pathway*, dated November 2, 2001. Terms defined in the aforementioned documents are carried over into this document without further remark or definition. The removal action that is the subject of this document does not address all response actions necessary for the Montrose Chemical Superfund Site.

## **II. SITE CONDITIONS AND BACKGROUND**

Site Status: NPL  
Category of Removal: Time-Critical  
CERCLIS ID: CAD008242711  
SITE ID: 0926

### **A. Site Description**

#### **1. Physical location**

The Site is located at 20709 Kenwood Avenue in the unincorporated Harbor Gateway Area of Los Angeles County, near the city of Torrance, California. The coordinates of the Site are 33°50'33.74"N, 118°17'51.23"W.

The Site is a private, single-family residence owned and inhabited by the Pineyro family (two adults and one infant). The surrounding land use is primarily residential; however there are several refineries and chemical plants in the general vicinity. The former Montrose Chemical facility is approximately a half mile from the Site.

#### **2. Site characteristics**

From 1947 to 1982, the Montrose Chemical Corporation of California (Montrose) manufactured DDT at a chemical manufacturing plant located at 20201 South Normandie Avenue in Los Angeles County, California (Montrose plant property). Significant quantities of DDT and other hazardous substances were released as a result of Montrose operations. See the *EPA Final Remedial Investigation Report for the Montrose Chemical Superfund Site*, May 1998 (Section 1.3, Site and Operational History).

Operations at the Montrose plant property resulted in releases of DDT in surface water runoff to the natural drainage pathway. From 1947 until the mid-1960s, the storm water pathway that began at the Montrose plant property included an unimproved ditch on the west side of Kenwood Avenue (which was known as Maple Street for part of this period) from 204th Street to Torrance Boulevard (the Kenwood Ditch). Up to at least 1953, acidic process wastewater contaminated with DDT from Montrose's DDT manufacturing operations was occasionally released into this storm water pathway as the result of blockages in the sewer lines at the Montrose plant property. Correspondence and inspection reports from this time period indicate that Montrose acidic wastes were entering the Kenwood Ditch and ponding of these wastes was documented at the corner of Florence and Maple Streets, today the corner of 204th Street and Kenwood Avenue.

The Los Angeles County Flood Control District maintained this ditch and held an easement for this purpose; driveways of residents typically had a culvert under them to allow water through. In the late 1960s and early 1970s, Los Angeles County replaced the Kenwood Ditch with a buried concrete structure known as the "Kenwood Drain," four feet high and buried to depths up to twelve feet below ground surface. In the process of building the Kenwood Drain, a large amount of soil was moved around, out of, and back into residential yards.

Best available information, including data from aerial photos, indicates that the Kenwood Ditch was located about 30 feet west of the former west edge of Kenwood Avenue. Kenwood Avenue has been widened in the intervening time period, and the Kenwood Drain was installed. It appears that the former ditch was located within about 20-25 feet west of the present western edge of Kenwood Avenue. EPA has used as-built engineering drawings for the Kenwood Drain to locate the easement boundary for the Kenwood Ditch, which is another 10 feet west of the likely location of the Ditch.

### **3. Removal site evaluation**

The previous section provides a brief summary of facts establishing that Montrose is the source of contamination in the historical Kenwood storm water drainage pathway. The following documents provide more detail on this issue: the *EPA Remedial Investigation Report Addendum, Residential Soils and Produce Investigation, Montrose Chemical Superfund Site, Los Angeles County, California*, April 2001 and the *EPA Final Remedial Investigation Report for the Montrose Superfund Site, Los Angeles, California*, May 18, 1998. Only those investigation elements pertinent to this removal action are discussed below.

Historic aerial photographs document that the Kenwood Ditch passed through the eastern portion of the Site in the 1940s, 1950s and early 1960s. These aerial photographs also document that storm water ponded in the low lying area of this property. Sampling results from EPA's 1999-2000 investigation along the west side of Kenwood Avenue and related properties provide further evidence that DDT and

other hazardous substances originated at the Montrose plant property. Peak concentrations of DDT in the soil at the Site are as high as 3,111 parts per million (ppm) and are far above background concentrations.

In 2001, during EPA's excavation work at 20713 Kenwood Avenue, directly south of the Site, field crews began encountering a very thin, flat, planar layer of off-color whitish material at approximately 4 ½ feet below the grade of the street and yard. The layer was only 1-3 inches thick and had a waxy appearance. It was highly visible under casual observation. No other whitish material was seen in the soil profile. The layer was within the storm water drainage pathway as originally defined by the EPA Phase II investigation. The layer remained flat and thin as excavation proceeded north, becoming narrower, fainter, and thinner upon approaching the southern boundary of 20709 Kenwood, the next property to the north. A sample collected from the layer was field-screened using immunoassay and test results indicated high concentrations of DDT. Samples of the layer material were also analyzed by definitive methods and found to have total DDT concentrations up to 173,000 ppm. Analytical results of soil samples taken from above and below the thin whitish layer documented DDT concentrations from 0.04 to 0.79 ppm, indicating that the higher concentrations of DDT were localized to the layer itself and not above or below the layer. At the time, EPA did not have property access to excavate 20709 Kenwood Avenue and excavation did not proceed northward from that point.

#### **4. Release or threatened release into the environment of a hazardous substance, or pollutant or contaminant**

The substances of concern for this response action are DDT and its breakdown products DDE and DDD; and also all the isomers of the pesticide BHC (manufactured at a small plant within the Montrose plant property and operated by Stauffer Chemical Corporation, a parent of Montrose). All of these are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14), and 40 C.F.R. Section 302.4 and Table 302.4. DDT is a listed hazardous substance under 40 C.F.R. Part 261, Appendix VIII. See 55 Fed. Reg. 30874 (1990). RCRA listed wastes are hazardous substances as defined by Section 101(14) of CERCLA.

EPA investigation has documented concentrations of DDT up to 3,111 ppm in soils in the front yard of the Site. Substantial evidence documents the existence and route of the former storm water drainage pathway and that hazardous substances released by Montrose Chemical or Stauffer Chemical Company at the former Montrose plant property were released into this pathway. The presence of DDT, DDE, DDD and isomers of BHC in the soil at the Site constitutes an actual or threatened release of hazardous substances into the environment, as defined by Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22).

**5. National Priorities List (NPL) status**

The Montrose Chemical Superfund Site was placed on the NPL by rule in 1989.

**B. Other Actions to Date**

In 2001, EPA conducted soil removal actions at 22 properties and two alleys within the Kenwood storm water drainage pathway.

**C. State and Local Authorities' Roles**

**1. State and local actions to date**

State and local agencies have not taken response actions related to soils on Kenwood Avenue. The California Department of Toxic Substances Control previously served as a support-agency for the Montrose Chemical NPL Site remedial investigation and feasibility study.

**III. THREATS TO PUBLIC HEALTH OR WELFARE OR THE ENVIRONMENT, AND STATUTORY AND REGULATORY AUTHORITIES**

Conditions at the Site represent a potential threat of release of a CERCLA hazardous substance threatening to public health, or welfare, or the environment based on the factors set forth in the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), 40 CFR § 300.415(b)(2). The relevant factor for this removal action is as follows:

**1. Actual or potential exposure to hazardous substances or pollutants or contaminants by nearby populations or the food chain.**

EPA sampling has documented levels of up to 3,111 ppm DDT in soils at the Site. EPA removal activities at an adjacent property documented a layer of material with total DDT concentrations up to 173,000 ppm extending onto the Site. EPA has performed a human health risk assessment (HRA) for the Kenwood storm water drainage pathway in accordance with the Risk Assessment Guidance for Superfund. The HRA documents the excess future health risks, due to potential exposure to DDT and other Montrose contaminants, to a reasonable maximally exposed individual living on the Kenwood storm water drainage pathway.

The primary exposure pathway by which persons may be exposed to DDT in soils in residential yards in the Kenwood storm water drainage pathway is by ingestion. This may occur when a person brings hand to mouth after contact with soils or dust contaminated with DDT. Ingestion may also occur when a person breathes dust containing DDT, after which the dust is trapped in the mucosa and swallowed. Children are likely to swallow more soil or dust from a yard during play

activities than are most adults. EPA's risk assessments account for the potential for childhood chemical exposure. Soils that are on the surface are covered by grass or other groundcover at most residences at present. Uncovered surface soils, if they contain DDT, can be routes of exposure to DDT. Soils not on the surface (e.g., at depths 2 or 4 feet below ground surface) can be routes of exposure in the future if the soils are dug up and brought to the surface.

DDT is an organochlorine pesticide which is highly stable in the solid phase and is persistent in the environment. It was used widely in the United States until its sale was banned in 1982. Depending on site conditions, DDT will slowly degrade into DDE and DDD, two compounds which have similar toxicities to DDT. Because DDT has proven to be highly persistent in the environment, future residents of the Site may encounter similar DDT concentrations to those seen today if no action is taken.

#### **IV. ENDANGERMENT DETERMINATION**

Actual or threatened releases of hazardous substances from this Site, if not addressed by implementing the response action selected in this Action Memorandum, may present an imminent and substantial endangerment to public health or welfare, or the environment.

#### **V. PROPOSED ACTIONS AND ESTIMATED COSTS**

##### **A. Proposed Actions**

##### **1. Proposed action description**

The proposed EPA removal action includes provision for temporary relocation of residents where requested, excavation of contaminated soil, backfill and compaction of clean soil, restoration of yards, appropriate disposal of contaminated soil, and several types of sampling activities. All activities will be performed in conformance with prescribed health and safety procedures. Sampling and analysis activities will conform to EPA-approved methodologies and mandatory specifications for quality assurance and quality control activities.

The DDT-contaminated soil at the Site will be excavated and removed. The excavation shall at a minimum encompass the area in which the historical flood control easement for the Kenwood Ditch intersected the property, to a depth of 6 feet below ground surface. Excavation shall be limited to a depth of 6 feet under this Action Memorandum. It is extremely unlikely that residents or others would excavate and bring soils to the surface from below this depth. While the excavation is open, samples will be collected from the sides of the excavation. These samples will be used to confirm that the excavation is complete. If concentrations above 10

ppm are still present, the size of the excavation will be extended until levels below 10 ppm are found.

Using 10 ppm as the cleanup level will ensure that the soil remaining on-Site is within the range of background levels of DDT. Any potential chronic residual soil risks from DDT remaining after the removal action (based on averaging over the yard) will be less than or similar to that posed by background. Background risks from DDT in the south L.A. area are low and at the low end of EPA's risk range. EPA's risk guidance typically estimates lifetime risks using an *average* of soils in the yard. A uniform soil concentration of 10 ppm total DDT in residential soils would represent a risk of  $6 \times 10^{-6}$ , which is at the low end of EPA's risk range. However, in cleaning all individual points in each yard at or above 10 ppm, the vast majority of soil points in each yard will be significantly lower than 10 ppm. Because risks are based on average concentrations, the remaining residential risk after the cleanup will not exceed  $6 \times 10^{-6}$  but will likely be close to  $1 \times 10^{-6}$ . Thus, after the removal action, properties in the Kenwood storm water drainage pathway can be considered usable for residential purposes without restriction.

Waste soils excavated during this removal action will be transported by covered truck approximately 2-4 blocks to the Montrose plant property at 20201 S. Normandie Avenue. The plant property is presently covered with asphalt, underlain by soils contaminated with up to tens of thousands of ppm total DDT. EPA is currently evaluating cleanup alternatives for the soils at the former Montrose plant site. Soils from this removal action will be temporarily stockpiled until such time as a response action is selected for the plant property soils. The response action selection document for those soils – presumably a record of decision (ROD) – will consider the ultimate treatment/disposal of the removal soils along with the plant soils. The same response action will likely apply to both. For example, if a cap is applied to the plant property, then the removal soils can be spread out and the cap placed on top. If onsite treatment is applied, the same treatment can be applied to the removal soils.

The stockpiled soil shall be placed in one or more lined and bermed cells. While cells are being filled, there shall be dust and erosion control. At each cell, a liner shall be placed on the asphalt and over the sides of the berm. An inner liner shall be wrapped around the soil material, folded over the top, and sealed. A final liner shall cover the top of the cell and be ballasted down outside the bermed area. The cells will be designed to last, with proper maintenance, for at least 10 years from the time they are sealed. The stockpile shall be properly maintained during its life in accordance with maintenance and design specifications.

EPA is currently in the process of securing access to the Montrose Plant Property to store the excavated soils as described above. In the event that the requisite agreements with Montrose Chemical Corporation and Stauffer Management Co., LLC (the current owner of the property) to allow for the stockpile cannot be reached in time for the removal action to proceed, or in the event that

regulatory requirements cannot be met, then the following contingency action shall be considered part of this removal action. Waste soil shall be transported, in accordance with all applicable statutes and regulations, to a hazardous waste facility which is in compliance with the CERCLA Off-Site Policy, 42 U.S.C. Section 9621(d)(3). The soil will be treated so as to meet the RCRA HSWA Amendments (Land Ban) requirements, 40 C.F.R. Part 268, for DDT prior to landfilling the treated soil.

## **2. Contribution to remedial performance**

EPA does not anticipate a long-term remedial action at the Site. This removal action should remove all immediate threats posed by uncontrolled hazardous substances at the Site.

### The long-term cleanup plan for the Site:

It is expected that this removal action will eliminate any threat of direct or indirect contact with hazardous substances at the Site.

### Threats that will require attention prior to the start of a long-term cleanup:

There is no EPA long-term cleanup planned for this Site. The immediate threats that have been identified in the Action Memorandum will be addressed by the proposed removal action.

### The extent to which the removal will ensure that threats are adequately abated:

The removal of contaminated soils is expected to abate the immediate threats from the Site.

### Consistency with the long-term remedy:

As described above, EPA considers this action to be a final action for this site.

## **3. Description of alternative technologies**

Alternative technologies are not considered for the proposed response action.

## **4. Applicable or relevant and appropriate requirements (ARARs)**

Section 300.415(j) of the NCP provides that removal actions must attain ARARs to the extent practicable, considering the exigencies of the situation.

Section 300.5 of the NCP defines applicable requirements as cleanup standards, standards of control, and other substantive environmental protection requirements, criteria or limitations promulgated under Federal environmental or



State environmental or facility siting laws that specifically address a hazardous substance, pollutant, contaminant, remedial action, location or other circumstances at a CERCLA site.

Section 300.5 of the NCP defines relevant and appropriate requirements as cleanup standards, standards of control and other substantive requirements, criteria, or limitations promulgated under Federal environmental or State environmental or facility siting laws that, while not "applicable" to a hazardous substance, pollutant, or contaminant, remedial action, location, or other circumstances at a CERCLA site, address problems or situations sufficiently similar to those encountered at the CERCLA site and are well-suited to the particular Site.

Because CERCLA on-site response actions do not require permitting, only substantive requirements are considered as possible ARARs. Administrative requirements such as approval of, or consultation with administrative bodies, issuance of permits, documentation, reporting, record-keeping, and enforcement are not ARARs for the CERCLA response actions confined to the Site.

By this Action Memorandum for purposes of identifying ARARs, EPA is making the determination that the excavated soil must be managed as state and federal hazardous waste. This determination is based on site specific information contained in the Administrative Record, especially information regarding the sources and concentrations of hazardous substances released at and from the Montrose Plant Property and found along the storm water pathway that is contained in the Montrose Site Remedial Investigation and Remedial Investigation Addendum. Excavated soil containing 1 ppm of DDT or more qualifies as a hazardous waste under California law, 22 CCR Section 66261.24. In addition, excavated soil from the storm water pathway containing DDT or isomers of BHC qualifies as a federal RCRA listed hazardous waste (RCRA Hazardous Waste Numbers U061 and U129 respectively).

The following ARARs have been identified for the proposed response action. All can be attained.

Federal ARARs: Potential Federal ARARs are the CERCLA Off-Site Disposal Rule OSWER Directive 9347.3-8FS and the U.S. Department of Transportation of Hazardous Materials Regulations 49 C.F.R. Part 171, 172 and 173.

State ARARs: Potential State ARARs for excavation activities are Characteristics of Hazardous Waste implemented through the California Health and Safety Code, Title 22, § 66261.20 and § 66261.21; and the South Coast Air Quality Management District Requirements Applicable to the Excavation and Handling of Contaminated Soil: SCAQMD Rule 401 - visible emissions, SCAQMD Rule 402 - nuisance dust, and SCAQMD Rule 403 - fugitive dust.

Potential State ARARs for storage of contaminated soils at the former Montrose facility were previously determined with State input and are detailed in the Action Memorandum dated June 8, 2001. The same ARARs identified in the June 8, 2001, Action Memorandum for the Storage of Contaminated Soil at the Montrose Plant Property (ARARs subsections d and e, pages 38-39) will apply to the storage of the soils excavated in this proposed removal action.

## **5. Project schedule**

It is estimated that removal and restoration activities will take approximately three weeks to complete. A tentative start date of October 29, 2007 is planned, pending approval of this Action Memo and access authorization.

## **B. Estimated Costs**

### Regional Removal Allowance Costs

Cleanup Contractor	\$ 850,000
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### Extramural Costs Not Funded from the Regional Allowance

START Contractor	\$ 150,000
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Extramural Subtotal	\$ 1,000,000
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Extramural Contingency (20%)	<u>\$ 200,000</u>
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TOTAL, Removal Action Project Ceiling	\$ 1,200,000
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## **VI. EXPECTED CHANGE IN THE SITUATION SHOULD ACTION BE DELAYED OR NOT TAKEN**

Given the Site conditions, the nature of the hazardous substances documented on-Site and the potential exposure pathways to nearby populations described in Sections III and IV above, actual or threatened releases of hazardous substances from the Site, if not addressed by implementing the response actions selected in this Action Memorandum, present an imminent and substantial endangerment to public health, or welfare, or the environment.

## **VII. OUTSTANDING POLICY ISSUES**

There are no outstanding policy issues with the Site identified at this time.

## VIII. ENFORCEMENT

Please see the attached Confidential Enforcement Addendum for a discussion regarding PRPs and enforcement. In addition to the extramural costs estimated for the proposed action, a cost recovery enforcement action also may recover the following intramural costs:

### Intramural Costs<sup>1</sup>

U.S. EPA Direct Costs	\$ 15,000
U.S. EPA Indirect Costs (36.58% of \$1,200,000 + \$12,000)	\$ <u>444,447</u>
TOTAL Intramural Costs	\$ 459,447

The total EPA extramural and intramural costs for this removal action, based on full-cost accounting practices that will be eligible for cost recovery, are estimated to be \$1,659,000. Of this, an estimated \$ 850,000 comes from the Regional removal allowance.

## IX. RECOMMENDATION

This decision document represents the selected removal action for the Montrose Chemical, Kenwood Storm Water Drainage Pathway, 20709 Kenwood Avenue Site, Los Angeles County, California, as developed in accordance with CERCLA and not inconsistent with the NCP. This decision is based on the Administrative Record for the Site.

Because conditions at the Site meet the NCP criteria for a time-critical removal, I recommend that you concur on the determination of imminent and substantial endangerment and the removal action proposed in this Action Memorandum. The total removal action project ceiling if approved will be \$1,290,000, of which an estimated \$1,000,000 comes from the Regional removal allowance. You may indicate your decision by signing below.

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<sup>1</sup> Direct costs include direct extramural costs and direct intramural costs. Indirect costs are calculated based on an estimated indirect cost rate expressed as a percentage of site-specific direct costs, consistent with the full cost accounting methodology effective October 2, 2000. These estimates do not include pre-judgment interest, do not take into account other enforcement costs, including Department of Justice costs, and may be adjusted during the course of a removal action. The estimates are for illustrative purposes only and their use is not intended to create any rights for responsible parties. Neither the lack of a total cost estimate nor deviation of actual costs from this estimate will affect the United States' right to cost recovery.

Approve:



Daniel Meer, Chief  
Response, Planning and Assessment Branch

30 Oct 2007  
Date

Disapprove:

Daniel Meer, Chief  
Response, Planning and Assessment Branch

Date

Enforcement Addendum

Figures

1. Vicinity Map
2. Kenwood Storm Water Drainage Pathway
3. Kenwood Area Sample Results
4. Depositional Layer at 20713 Kenwood Avenue

Attachments

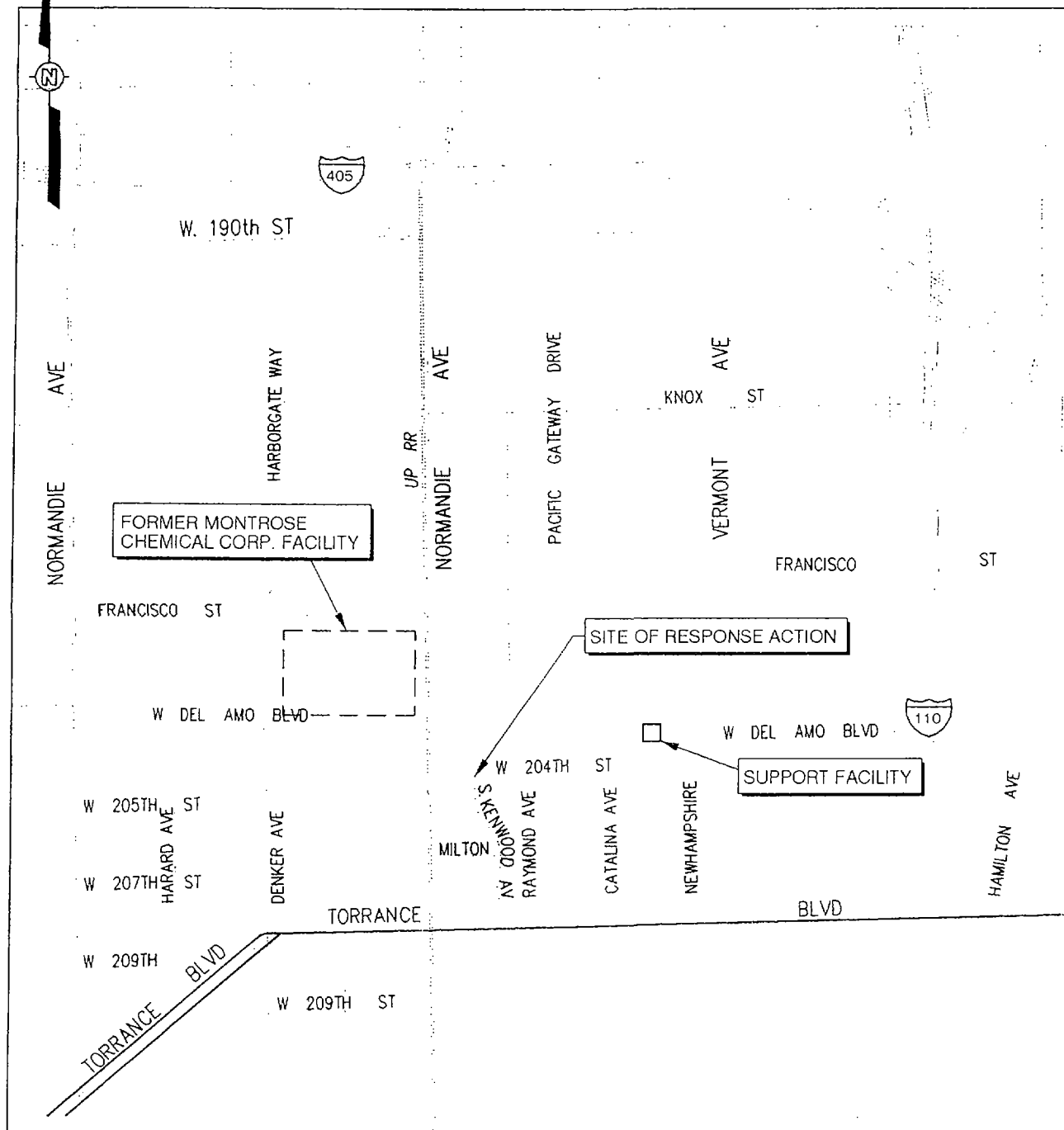
1. Index to the Administrative Record

cc: Sherry Fielding, USEPA, OEM, HQ  
Director, California Department of Toxic Substances Control

bcc: Site File  
Jason Musante, SFD-9-2  
Roberta Blank, SFD-7-1  
Jeff Dhont, SFD-7-1  
Dante Rodriguez, SFD-7-1  
Taly Jolish, ORC-3  
Celeste Temple, SFD-9-4  
Peggy DeLatorre, PMD-8

## **FIGURE 1**

### **Vicinity Map**



U.S. ARMY CORPS OF ENGINEERS  
RAPID RESPONSE

FIGURE 1  
VICINITY MAP

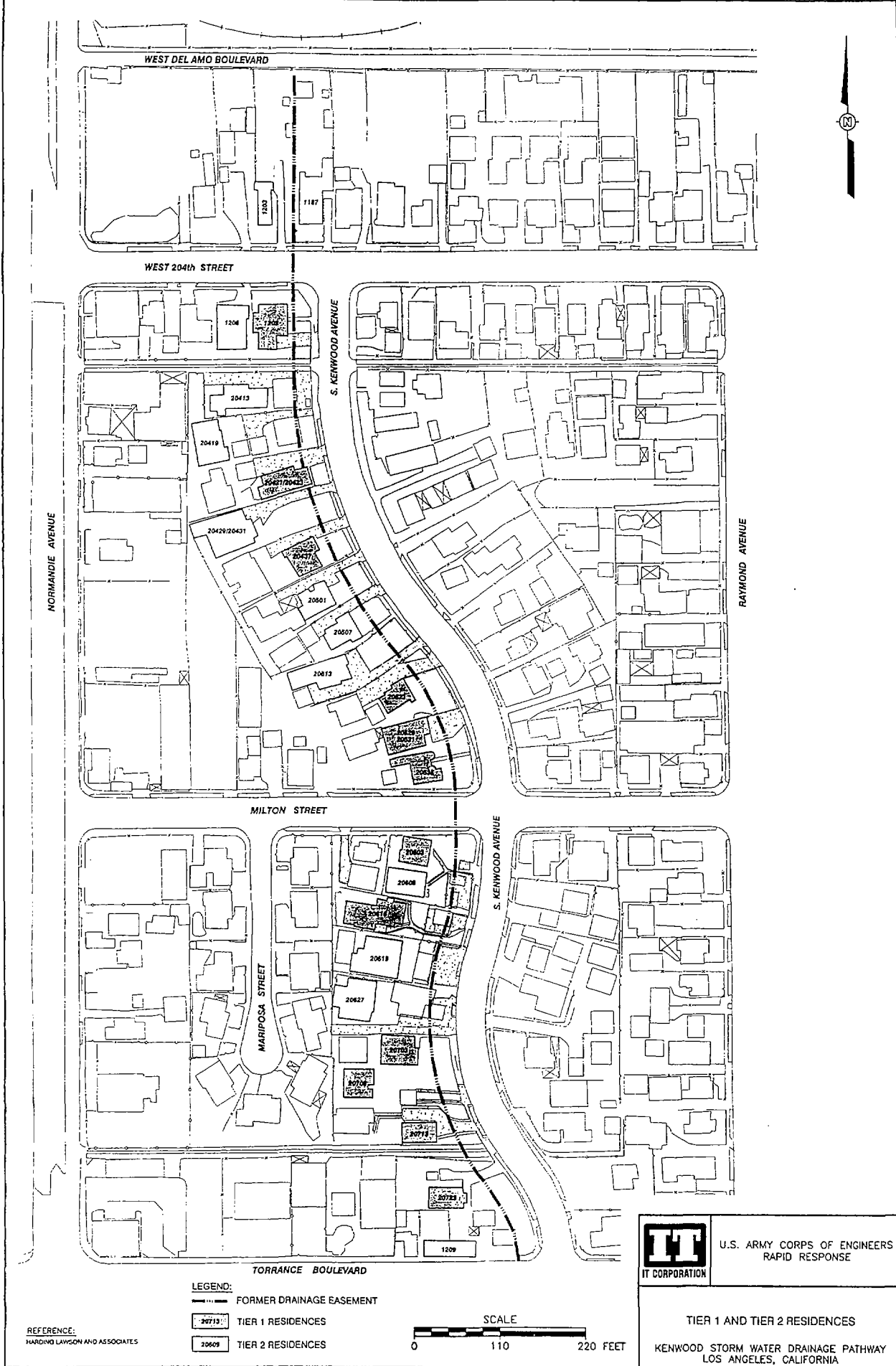
KENWOOD STORM WATER DRAINAGE PATHWAY  
LOS ANGELES, CALIFORNIA

## **FIGURE 2**

### **Kenwood Storm Water Drainage Pathway**



DRAWN BY	CHECKED BY	APPROVED BY	DRAWING NUMBER
J. VASQUEZ	07/02/02		824039-B23



















## **FIGURE 3**

### **Kenwood Area Sample Results**

# LEGEND

- Phase I Phase II
- Surface-Soil Sample  
- Boring  
- Buildings 
- Map Section Breaks 
- Fences 
- Former Drainage Easement (AS-BUILT Drawings) 
- Existing Kenwood Drain Alignment 
- Former Kenwood Ditch (1952 Aerial Photo) 
- Ponds / Depressions
- 1941 Aerial Photograph 
  - 1952 Aerial Photograph 
  - Ponded Areas - Based on Interviews with Residents 
  - Pavement/ Concrete 

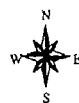
## Total DDT Lab Posting Results

0.5 P2B440F (Depth) (Sample number)  
1.65 mg/kg (DDT concentration)

## Total BHC Lab Posting Results

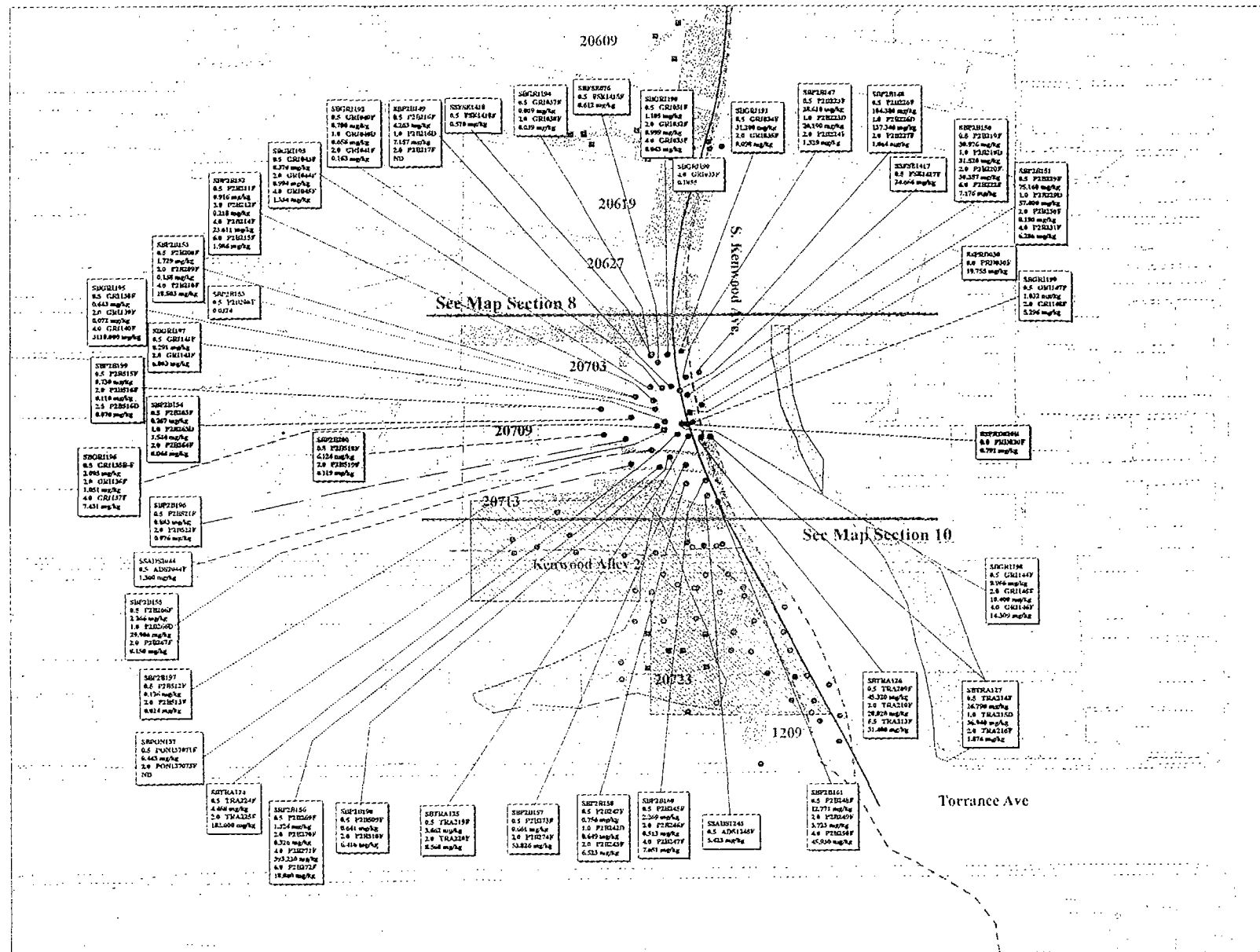
0.5 P2B440F (Depth) (Sample number)  
1.65 mg/kg (BHC concentration)

Nondetect chlorobenzene and Total BHC results are not posted



0 50 Feet

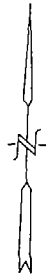
DRAFT



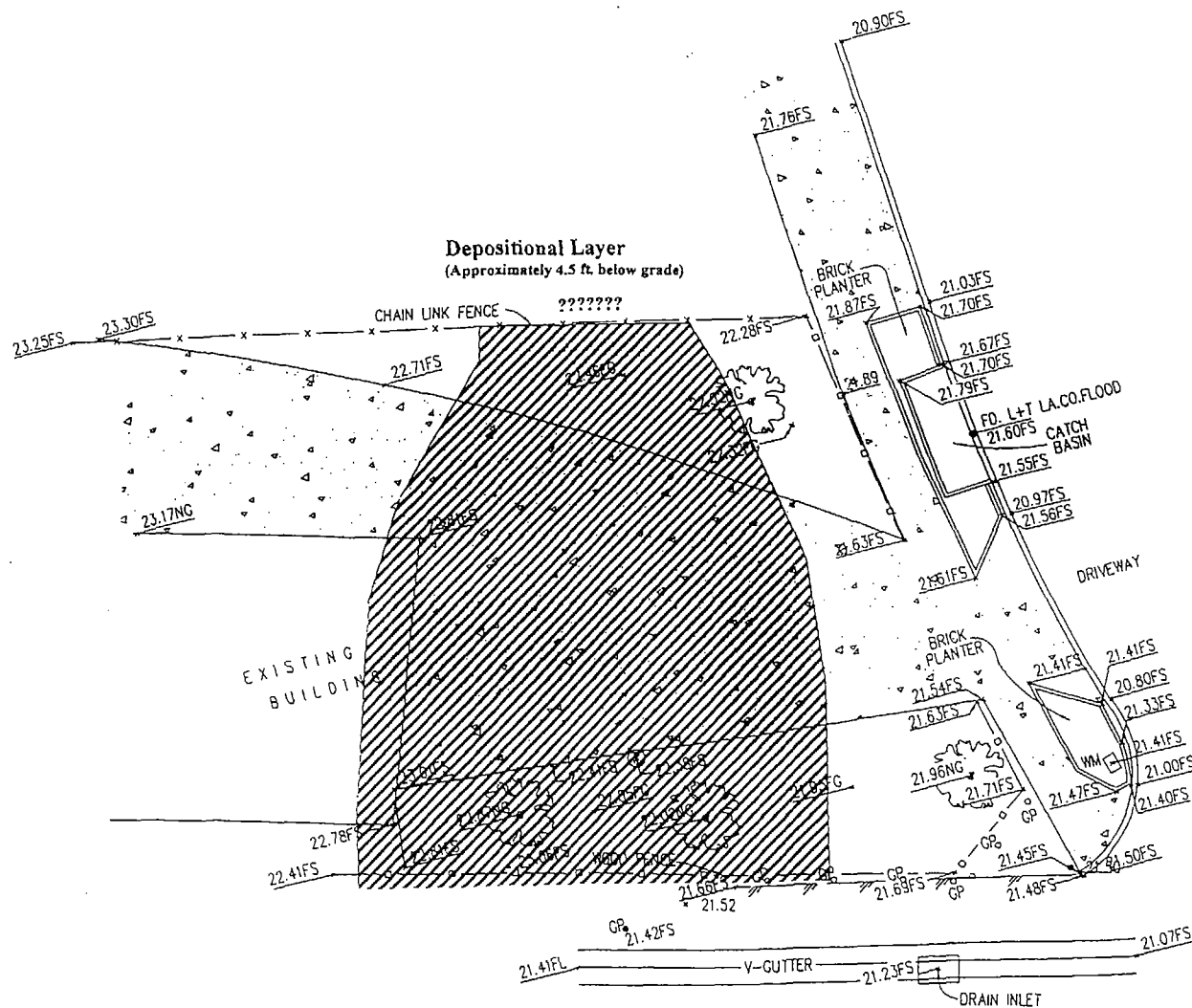
## **FIGURE 4**

**Depositional Layer at 20713 Kenwood Avenue**

20713 Kenwood Avenue  
Torrance, CA  
Los Angeles County



1750 Convey Street, Suite 220  
San Diego, California 92111  
Tel 358 505 1000;  
Fax 358 505 1010



## **ATTACHMENT 1**

### **Index to the Administrative Record**

*Completion Report, Removal Action, Kenwood Storm Water Drainage Pathway, Montrose Chemical Superfund Site, Los Angeles, California, July 2002*

*Remedial Investigation Report Addendum, Residential Soils and Produce Investigation, Montrose Chemical Superfund Site, Los Angeles County, California, April 2001. This document includes EPA's human health risk assessment for residential areas near the former Montrose Chemical plant, as Appendix K.*

*Final Remedial Investigation Report for the Montrose Superfund Site, Los Angeles, California, May 18, 1998. This document is amended by the document listed as (1) above and contains extensive discussions of Montrose operations and of the history of the storm water drainage pathway.*

*EPA Action Memorandum: Request for Removal Action for Kenwood Storm Water Drainage Pathway, June 8, 2001.*

*Action Memorandum Amendment: Request for Removal Action for Kenwood Storm Water Drainage Pathway, dated November 2, 2001.*

# **Appendix B**

## **Neighborhood Consent Decree**